

COMPAR

THREE THOUSAND FIVE HUNDRED, (\$3500.00) and no Dollars the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part its heirs, and assigns, all the following described Real Estate, situate in Tulsa County, and State of Oklahoma, to-wit:

TREASURER'S ENDORSEMENT:  
I hereby certify that I received \$70 and issued Receipt No. 9690 therefor in payment of mortgage tax on the within mortgage.

Dated this 24 day of May 1923

WAYNE L. DICKER, County Treasurer

Lot Number Nine (9) in Block Fourteen (14) in Burgess Hill Addition to Tulsa, Oklahoma, according to the recorded plat thereof, Subject however to a first mortgage for Three Thousand Five Hundred (\$3500.00) Dollars payable to Gum Brothers Co.

TO HAVE AND TO HOLD THE SAME Unto the said party of the second part its heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever;

PROVIDED, ALWAYS, And these presents are upon this express condition, that where as said Chas. N. Simon, single, has this day executed and delivered his two certain promissory notes in writing to said party of the second part, described as follows: One Note For Two Thousand Five Hundred (\$2500.00) Dollars dated April 21st, 1923, and due in ninety days from date of said note. One note for One Thousand (\$1000.00) Dollars dated May 24th, 1923, and due in sixty days from date of said note

NOW, If said party of the first part shall pay or cause to be paid to said party of the second part its heirs, or assigns, said sum of money in the above described notes mentioned together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration does hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand this day and year first above written.

Chas. N. Simon.

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24th day of May 1923, personally appeared Chas. N. Simon, single, and who is to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Mar. 24, 1927.

(seal) R. R. McCormick, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, May 24th, 1923, at 3:20 P.M. and recorded in Book 451, page 254.

By

(seal) O. G. Weaver, County, Clerk.

251479-GB

ORDER FOR REMOVAL OF RESTRICTIONS

DEPARTMENT OF THE INTERIOR.

NUMBER 23426.

Roll number 11839- 5/8ths block

DEPARTMENT  
RECEIVED APR. 27, 1923.

Encl To  
No. 3155.

Supt. Five Civilized Tribes.

Washington, D. C. Apr. 21, 1923.

(Stamp) Apr. 13, 1923  
30042.

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